

Board Office Use: Legislative File Info.	
File ID Number	14-2076
Introduction Date	11-19-14
Enactment Number	14-1913
Enactment Date	11-19-14 <i>oia</i>



Memo

To Board of Education
 From Antwan Wilson, Superintendent

Board Meeting Date
 (To be completed by Procurement) 11/19/14

Subject Professional Services Contract - Ultimate Training Unlimited
 - 213-Westlake Middle School (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Ultimate Training Unlimited. Services to be primarily provided to 213-Westlake Middle School for the period of 8/25/2014 through 06/30/2015.

Background
A one paragraph explanation of why the consultant's services are needed.
 Westlake's Peer RJ Program supports the District's goal of reducing disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence plan for middle schools +

Discussion
One paragraph summary of the scope of work.
 Provide 166 hours of service. As a Westlake Peer RJ Coordinator, the Consultant will provide services at Westlake Middle School under the direction of the Program Manager for Restorative Justice and in coordination with Westlake's principal. The Peer RJ Coordinator will recruit, train and oversee a representative group of students reflective of the racial, ethnic, and academic diversity of the school. The Consultant will serve in the capacity of Peer RJ Coordinator +

Recommendation Ratification of professional services contract between Oakland Unified School District and Ultimate Training Unlimited. Services to be primarily provided to 213-Westlake Middle School for the period of 8/25/2014 through 06/30/2015.

Fiscal Impact Funding resource name (please spell out) Unrestricted- Instr not to exceed 30,000.00

- Attachments
- Professional Services Contract including scope of work
 - Fingerprint/Background Check Certification
 - Insurance Certification
 - TB screening documentation
 - Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	14-2076
Introduction Date	11-19-14
Enactment Number	14-1913
Enactment Date	11-19-14 o.a.



OAKLAND UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Ultimate Training Unlimited (CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08-25-2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than 06-30-2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed thirty-thousand dollars and 0 cents Dollars (~~30000~~ 30,000.00) [per fiscal year], at an hourly billing rate not to exceed 30.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: none.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* none which shall not exceed a total cost of none.

5. CONTRACTOR Qualifications / Performance of Services:

CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: Misha Karigaca
Site /Dept.: 213 Westlake
Address: 2629 Harrison Street
Oakland, CA 94603
Phone: 510-879-2130
Email: misha.karigaca@ousd.k12.ca.gov

CONTRACTOR:

Name: Gregory Bailey
Title: Educational Consultant
Address: P.O. Box #793
San Leandro CA 94577
Phone: 510-292-3260
Email: recruiter37@yahoo.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

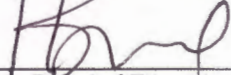
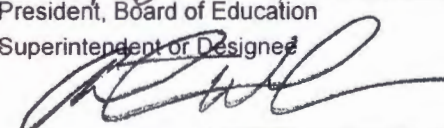
- 23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.



Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.
- 26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 28. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 31. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent or Designee

 Secretary, Board of Education

CONTRACTOR


 Contractor Signature

 Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 14-2076
 Introduction Date: 11/19/14
 Enactment Number: 14-1913
 Enactment Date: 11/19/14
 By: JA

EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

The Consultant will provide direct on-site services for Westlake Middle School Peer RJ Program by collaborating with site staff to identify and recruit 10-20 RJ Youth Leaders (11-14 yrs old) that reflect the racial, ethnic, and academic diversity of the school. The Consultant will organize, create, and design training materials that teach conflict resolution, effective communication, problem solving, and restorative practices, and expect to share them with other Peer RJ Coordinators. Peer RJ Leaders will work in pairs to help peers involved in a dispute to resolve their differences and repair their relationship.

The Consultant will coach the peer RJ Leaders and conduct an average of 20-36 restorative circles to respond to harm or conflict and support the school site in creating a safe, healthy and supportive school environment.

2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The Consultant will provide support to 40-70 youth who are experiencing barriers to learning due to conflict and connect them to restorative justice services. The Peer RJ Program augments other efforts within OUSD to reduce truancy and foster academic achievement. 10-20 Youth RJ Leaders in the program will learn how to be a peer leader, practice effective communications skills, express personal feelings and needs, listen without taking sides, problem-solve, improve school climate, and gain experience in civic participation within their school community. These efforts support students in the program to be prepared for success in college and future careers. Restorative Justice and Conflict Resolution education is part of the Districts overall violence prevention strategy. This program will increase the feeling of safety and support at Westlake and aid in raising attendance and graduation rates.

3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract:
(Check all that apply.)

- | | |
|---|---|
| <input type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input type="checkbox"/> Create equitable opportunities for learning | <input type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.



Hiscox Insurance Company Inc.

Policy Number: UDC-1480612-CGL-14
Named Insured: ULTIMATE TRAINING UNLIMITED
Endorsement Number: 17
Endorsement Effective: August 07, 2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Oakland Unified School District 1000 Broadway Oakland, CA 94607

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



A Guide To Your General Liability Policy

The following is a guide to your General Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or send us an e-mail at contact@hiscox.com.

Your business details

Name:	GREGORY BAILEY
Business Name:	ULTIMATE TRAINING UNLIMITED
Address:	22198 CENTER ST APT 403
City:	CASTRO VALLEY
State:	CA
Zip code:	94546
Occupation:	Education Consulting
Telephone number:	510-292-3260
Email address:	RECRUITER37@YAHOO.COM

Your General Liability Policy

Policy number:	UDC-1480612-CGL-14
Policy effective dates: This determines the time period during which your coverage applies.	From: August 07, 2014 To: August 07, 2015
Form of business: This identifies the legal structure of your business and determines who is insured under your policy.	Individual/Sole Proprietor
Optional terrorism coverage:	Included
Total cost of policy:	\$ 350.00

Your coverage and limits

Each occurrence limit

\$ 1,000,000

The most we will pay for all damages due to bodily injury and property damage, and medical expenses that arise out of any one occurrence. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.

General aggregate limit

\$ 2,000,000

The most we will pay for all damages and medical expenses for the entire policy. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.

Damage to premises rented to you

\$ 100,000 any one premises

The most we will pay for damages, for which you are liable, to any one premises that is rented to you. This may include office space, conference rooms or training facilities, but does not include your primary residence if you are a home-based business.

Medical expenses

\$ 5,000 any one person

The most we will pay for all medical expenses sustained by any one person.

Personal and advertising injury limit

\$ 1,000,000 any one person or organization

The most we will pay for all personal and advertising injury (e.g., libel, slander) sustained by any one person or organization.

Deductible

No deductible

No deductible applies to your policy so you are not required to make any payments in the event of such claims.

Other policy information

14 day full refund

Be confident that you have made the right choice. We give you 14 days to review your policy. If you are not satisfied and have not had any claims or losses, you can cancel your policy back to its start date and receive a full refund.

Notice of claim

If you have a claim, please call us at 888-202-3007. You may also e-mail us at reportclaim@hiscox.com

What does my General Liability Policy cover?

For a summary showing examples of what you are and are not covered for, please read the Coverage Summary document.

This guide does not modify the terms and conditions of your policy, which are contained in your policy documents, nor does it imply any claim is covered or not covered. We recommend that you read your policy documents to learn the details of your coverage.



Reinventing Small Business Insurance®

General Liability Coverage Summary

We want you to understand the Hiscox General Liability coverage. This summary explains the main areas of coverage and exclusions.

If you have any questions about your coverage, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or via email at contact@hiscox.com.

This policy does cover

Bodily injury or property damage

To the extent you are legally liable, we cover damages or claims expenses if you injure a third party or damage someone else's property (including damage due to a fire at a premise you rent, unless you work from home).

Medical payments

We will make medical payments as a result of bodily injury that occurs in the course of your business operations, regardless of fault.

Defense costs

If you're sued, even if you're not at fault, we will appoint an attorney to defend you, even if the lawsuit is groundless. We will pay these defense costs on your behalf.

Personal and advertising injury

We cover claims of libel and slander that are not part of your professional services. We also protect you if your advertisement unintentionally uses a third party's advertising idea or infringes upon another's copyright. We do not provide this coverage to marketing or PR professionals, research consultants, graphic designers, lawyers, real estate agents/brokers or property managers.

Electronic data liability

Specifically added for consultants and technology service providers, Hiscox covers your liability for damage to someone's electronic data resulting from the physical damage of property. We provide up to \$25,000 of coverage.

Worldwide insurance coverage

We cover damage that occurs in the United States, its territories and Canada. We also offer some coverage for instances outside these areas while you're away on short periods of travel.

Employees or temporary staff

Hiscox will cover claims arising from your employees' or temporary staff's actions if they were performed on behalf of your business.

Supplemental payments

Your Hiscox policy covers the following expenses, should they be incurred, without reducing your limit of liability:

- All expenses we incur, including the defense of lawsuits
- Up to \$250 a day for reasonable expenses (including loss of earnings) you incur as a result of assisting us in the defense of a claim or lawsuit
- Interest on damage awards

This policy does not cover

Intent to injure

We won't cover you for any act that occurs with the intent to injure. This includes personal and advertising injuries if you knew your actions were false or violated the rights of others.

Outside the policy period

We won't cover claims for bodily injury, property damage, or personal and advertising injury that do not occur during the policy period.

Known claims and circumstances

We won't cover your business for any claim or circumstance that could result in a claim you knew about prior to the start of your first Hiscox policy.

Personally identifiable information

We won't cover your failure to protect any personally identifiable information that is in your care.

Professional services

We won't cover any professional services performed by you. These types of risks may be covered as part of our Professional Liability Policy.

Vehicles and boats

We won't cover any claims arising out of the ownership or use of an automobile or a watercraft.

Workers' compensation

We won't cover any obligation you may have under a workers' compensation claim or similar law.

Your property

We won't cover claims for damage to property you own or have in your care. However, protection for your own business equipment can be purchased as part of our Business Owners Policy.

Personal and advertising injury

We don't provide this coverage to marketing or PR professionals, research consultants, graphic designers, lawyers, real estate agents/brokers or property managers. However, this coverage is available as part of our Professional Liability Policy.

Common claims examples

Bodily injury — A client falls over your bag and you are legally liable for the injury. We will cover the subsequent claim and related medical expenses up to your limits of liability.

Property damage and data loss — You spill coffee on a client's server causing damage and loss of data. We will cover the subsequent claim up to your limits of liability.

Personal injury — One of your employees is at lunch. He talks to the owner of the shop about one of your clients in a false and unflattering way. The client learns of this discussion and sues for slander. We will cover the subsequent claim, up to your limits of liability, and pay for an attorney to defend you if necessary.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 233 North Michigan Avenue, Suite 1840, Chicago, IL 60601, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.



Certificate of Commercial General Liability Insurance

This certificate is issued for informational purposes only.

It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies.

Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Named Insured:	ULTIMATE TRAINING UNLIMITED		
Insurer Name:	Hiscox Insurance Company Inc.		
Policy Number:	UDC-1480612-CGL-14		
Type of Coverage:	Occurrence		
Policy Effective Date:	August 07, 2014	Policy Expiration Date:	August 07, 2015

Limits of Insurance

Each Occurrence:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 100,000	Any one premises
Medical Expense:	\$ 5,000	Any one person
Personal & Advertising Injury:	\$ 1,000,000	
General Aggregate:	\$ 2,000,000	
Products/Completed Operations Aggregate:	Products-completed operations are subject to the General Aggregate Limit	
General Aggregate Limit applies per:	Policy	

Description of Endorsements/Special Provisions

Not applicable

Authorized Representative

August 07, 2014

Date



Gregory Bailey-Consultant
Ultimate Training Unlimited

22198 Center Street #403
Castro Valley, CA 94546
510*292-3260-cell/business line
recruiter37@yahoo.com
"Professional consulting with a personal touch"

High-level **Educational Consultant** with State Accreditation and 15 yrs experience in facilitation and training focusing on Restorative Justice, Conflict Resolution, Smoking and Alcohol Prevention, Peer to Peer Mediation, Bullying Prevention, Parent Education, and Positive School Climate.

SUMMARY OF QUALIFICATIONS

- Successfully maintained a 15 year business relationship with the Oakland Unified School District
- Accomplished a 10 year record in consistently reducing school conflicts by an average of 80%
- Expert in the field of program facilitation and implementation in both elementary and middle schools, youth-based organizations and any entity assisting youth with behavioral issues
- Excellent communication and people skills enabling strong, professional business relationships
- Ability to bridge both cultural and age gaps and create harmonic environments for all

SUMMARY OF EXPERIENCE

Restorative Justice/ Conflict Resolution/Bullying Prevention

- Actively train K5-12TH grade students, teens and adults the the art of peer to peer mediation
- Implement and manage Peer to Peer Mediation training in schools reducing violence by 80%
- Monthly meetings with school principals, staff, and other contractors to discuss program improvements, problems, feedback and solutions.
- Facilitate Anger Management sessions with middle school children (11-14 yrs of age) and older teens resulting in a consistent reduction of class room violence
- Prepare monthly reports, provide stats and data for both administrative staff and department heads substantiating the importance and financial value of my program
- Achieved success in training teachers in 6 Hayward Unified schools, utilizing a certified violence prevention curriculum approved by the State of California
- Insightful experience in facilitating bully prevention workshops in middle schools
- 80% improvement rate in increasing positive school climate, protect against harassment based on sexual orientation and gender expression.
- Attended 2012 , 3-tier "RJOY" Restorative Justice Training and received accreditation certificate
- Chaperoned 300, 7th grade middle school students to a viewing of the movie "**Bully**" in an effort to provide knowledge of the effects of bullying, resulting in a significant reduction in bullying
- Conduct 100s of successful bullying restorative justice circles with bullies and victims resulting in a significant reduction, empathy and understanding.
- Joined "COST Team" group consisting of school administrators, staff and school psychologist to develop sound plans to address any bullying and other student related issues
- Actively involved in developing ideas to inform social media sites of the effects of cyber-bullying

OUSD TUPE Peer Education Site Coordinator

- Develop 10-20 youth leaders through community engagement
- Give you opportunities to be health resources to each other
- Train youth to work cooperatively with local government organizations (such as ACPHD and ALA)
- Support youth in tobacco advocacy and creating a sense of pride in positive community change.
- Facilitate outreach, recruitment and team building to create a diverse group and group cohesion
- Utilize Social media to illustrate the popular use of social media in the community and among youth distinguish the best social media outlet to utilize; to design a tool to use in communicating the message of the campaign.

Gregory Bailey-Educational Consultant

Mentoring and Leadership

- Provide individual mentoring, academic tutoring and life skills training to at risk youths
- Interacted with clients on weekly, hourly activities, building a trusting, positive personal relationship, which helps my clients to listen to my suggestions and keep an open mind.
- Created Client Questionnaire form to get an assessment of client's needs and focus areas
- Developed a unique, tailor-to-fit, professional but personal approach, specific to each client
- Facilitate weekly leadership group with 6th, 7th, and 8th grade students that support positive school climate lessons and techniques
- Utilize "Westlake Way" curriculum guide which included personal guides to adopting positive behavior values and morals which improved both leadership, communication and relationship skills
- Encourage student interaction to increase "buy-in" resulting in group cohesiveness.

Created an "organic" approach to facilitating the workshop in order to keep the lessons current to their specific topics and address their questions and needs

After-school Boy's Group Mentor/Parent Liaison/Conflict Resolution

- Exceeded program goal in increasing student knowledge of school purpose and social awareness
- Assist middle school boys in increasing positive self-esteem, self-awareness and positive communication skills with each other, female students, teachers and their parents
- Enhance positive thinking and team-building skills as well as the importance of creative thinking
- Provide support and feedback to EVCC administrative staff in discussing program improvements, problems and solutions, upcoming projects and events.
- Assist parents by providing them with knowledge of various classes, events and activities
- Joined PTA Association to prove my commitment and to increase parent involvement and support in the afterschool program and events.
- Provide day to day mediation support to a 100 plus students whenever issues arise to students teach positive decision-making skills in a social-based environment
- Assist a large diverse background of middle school children from all over the world

Positive Parenting Workshop Facilitator/ Program Coordinator-Fatherhood Program

- Facilitate weekly workshops (avg. 15 parents) providing applicable positive communication and parenting techniques for parents with babies, toddlers, adolescent and teen children.
- Actively involve parents using role play, open discussion and team building techniques
- Use certified curriculum to address parent/child issues to foster positive relationships
- Solicit monthly evaluations to obtain feedback insuring needs and concerns are being addressed
- Provide skills and expertise in parenting techniques; developing, implementing and coordinating workshop curriculum specific to men with children of all ages.
- Facilitated parent and support workshops with men of various ages and ethnic backgrounds creating a culturally diverse harmonic environment of understanding including but not limited to role playing to assist dads in understanding the effects of modeling positive parenting
- Provided a 6-month program evaluation report to provide funders with program data which was an instrumental and essential factor in their decision to yearly fund the program.
- Collaborated with various father related organizations and held focus groups meetings to develop fresh ideas and to beef up recruitment numbers

Gregory Bailey-Educational Consultant

BUSINESS CONTRACTS

8/05-now-**Restorative Justice/Conflict Resolution Consultant**-Westlake Middle School-Oakland, CA
8/05-current-**Restorative Justice/Conflict Resolution**-Oakland Unified School District/Oakland, CA
10/09-current- **After-school Boy's Group Facilitator/Parent Liaison/Conflict Mediator**
Eagle Village Community Youth and Family Services Inc-Oakland, CA
6/12-current- **Parenting Facilitator Consultant**/Abode Services/Sunrise Shelter/Fremont, CA
8/06-9/07- **Program Coordinator Consultant** 4Cs Child Care Coordinating Council (Father Involvement Program)/San Mateo, CA
10/06-10/09- **Mentor/Leadership Consultant**-Casey Foundation

EDUCATIONS

2011-12-Bully Prevention Training-Oakland Unified School District-Oakland, CA
2010-2013-**3 Tier Restorative Justice Training**-RJOY / Oakland Unified School District-Oakland, CA
2005- **Certificate of Achievement**/Committee for Children-Conflict Resolution Training, Oakland, CA

BUSINESS LICENSE AND ISURANCE

2005-present- **Professional Consulting Business License** City of San Leandro, San Leandro, CA
2011-current-The Hartford Insurance Company (Sentinel Insurance Co.), **CA/ Bonding Insurance**

SAM Search Results
List of records matching your search for :

Search Term : Ultimate* Training* Unlimited*
Record Status: Active

No Search Results

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List (https://www.sam.gov/)
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OAKLAND USD
SEP 17 2014
LOCAL SCHOOL NETWORK

OUSD Staff Contact Emails about this contract should be sent to: (required) misha.karigaca@ousd.k12.ca.us

Contractor Information

Contractor Name	Ultimate Training Unlimited	Agency's Contact	Gregory Bailey		
OUSD Vendor ID #	I002305	Title	Educational Consultant		
Street Address	P.O. Box #793	City	San Leandro	State	CA Zip 94577
Telephone	510-292-3260	Email (required)	recruiter37@yahoo.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	08-25-2014	Date work will end	06-30-2015	Other Expenses	none
Pay Rate Per Hour (required)	30.00	Number of Hours (required)	1000		

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Uned-Instr	2131110101	5825	30000
			5825	
			5825	
Requisition No. (required)	R0150753		Total Contract Amount	30000

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Misha Karigaca	Phone	510-879-2130
	Site / Department	213 Westlake	Fax		
	Signature		Date Approved	9/8/14	
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature		Date Approved		
3.	Network Superintendent/Deputy Network Superintendent				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		Date Approved	9/15/14		
4.	Chiefs / Deputy Chiefs	Consultant Aggregate	<input type="checkbox"/> Under <input type="checkbox"/> Over \$84,100		
	Signature		Date Approved		
5.	Superintendent, Board of Education Signature on the legal contract				
Legal	Required if not using standard contract	Approved	Denied - Reason		Date
Procurement	Date Received		PO Number	P1502877	